

Warrick County
107 W Locust Street, Ste. J-01
Bonneville, IN 47610

Customer and AT&T Capital agree that the contents of this letter are confidential and are provided solely for the purposes described herein. The contents of this letter may not be delivered, displayed or otherwise disclosed to any third party without AT&T Capital's prior written consent.

Please initial desired option(s) above and return the signed proposal letter to me via email to ksp25@at&t.com. Upon formal credit approval, our contract administrator will forward our agreement to you. If you should have any questions,

please do not hesitate to contact me at 317-442-8813.

A signed AT&T proposal document can be found at www.warrickcountymichigan.com.

Sincerely,

Jeffrey Brooks

AT&T Capital Services, Inc.

May 8, 2017

Opportunity #: 1-2623665

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Jeffrey Brooks

AT&T Capital Services, Inc.

ENHANCED 9-1-1 SERVICE AGREEMENT

This Agreement is entered into this 2.2.10th day of April, 2017 by and between SBC Global Services, Inc., d/b/a AT&T Global Services, on behalf of Indiana Bell Telephone Company, Incorporated ("AT&T") and Warrick County. This Agreement supersedes all other 911 agreements entered into between Warrick County and AT&T.

1. Services Description

AT&T agrees to provide an enhanced 9-1-1 service which allows for the use of the exchange network, at no charge to the caller, via dedicated-direct facilities within the message network between local central offices and Public Safety Answering Points (PSAPs) and a secondary network of lines to transfer calls from a Primary PSAP to the proper agency (police, fire, etc.) or to a Secondary PSAP.

A PSAP is any location designated by Warrick County to handle assistance calls in connection with fire, police, and other emergencies. A Primary PSAP is the location to which an enhanced 9-1-1 emergency call will first be selectively routed. A Secondary PSAP is a location to which an enhanced 9-1-1 emergency call will be routed upon transfer by a Primary PSAP.

The pricing arrangements and network configuration set forth in this agreement are based on the following:

1. The number of Public Safety Answering Points needed.
2. The number and type of optional features requested.
3. The number of access lines served by the Warrick County enhanced 9-1-1 service.

PSAP Equipment

AT&T is proposing Airbus Defense Systems Vesta 911, which has been engineered specifically for the enhanced 9-1-1 environment. It allows for a library of speed dial numbers, TTY dialogue and messaging, as well as other features. The PSAP equipment will include an AN/ALI Controller that may be hosted at an AT&T location, personal computers, Versis Analytics MIS software, Activity View and a UPS. The system will interface to a computer aided dispatch (CAD). A time synchronization device at the AN/ALI controller locations will also be included.

Customer warrants to AT&T and all 911 emergency service users that the 911 equipment and/or services being provided hereunder, or previously supplied by AT&T is not connected and will not be connected to any Local Area Network ("LAN") or any other computer network outside of AT&T's control, including without limitation the national Crime Information Center network ("CIC") or similar network; provided, however, that Customer may connect said equipment and/or services to the CIC or similar network if and only if such connection is expressly approved in writing by AT&T, which approval shall be in AT&T's sole discretion. AT&T relies on this representation by Customer in agreeing to install and/or maintain said equipment and all services thereon.

AT&T maintains a strict policy ("PSAP Network Security Policy") that it will install 911 equipment only in a secure PSAP LAN, and only where such LANs are not connected to any other computer network outside of AT&T's control. AT&T will not install or terminate in PSAP LAN to a firewall. AT&T will identify the demarcation point for the PSAP LAN beyond which Customer agrees that AT&T is not responsible. In the event Customer connects its PSAP LAN to any other computer network contrary to AT&T's express PSAP Network Security Policy (which Customer acknowledges it has received and read), and the PSAP LAN is infected or damaged as a result of such actions, then all voids, warranties, and maintenance and service provisions of this Agreement shall be null and void and AT&T disclaims any liability whatsoever relating to any PSAP LAN which Customer or its agents connect to any other computer network contrary to the PSAP Network Security Policy.

Under such circumstances, AT&T will provide repair services for the PSAP LAN at Customer's request, which will be billed on a time and material basis at AT&T's then-prevailing rates. Customer further agrees to indemnify and save AT&T harmless for any damages to or claims by any third party against AT&T which arise in whole or in part from Customer's connection of the 911 equipment and/or services being provided hereunder to any LAN or any other computer network outside of AT&T's control, including without limitation the national CIC.

Wireless 911 Service (W 911) In accordance with the Federal Communication Commission's (FCC) Phase I and Phase II requirements established in Docket Number 94-102 to provide a Mobile Directory Number (MDN) for callback information and the appropriate caller location information ("Wireless 9-1-1 Service"), Customer agrees to purchase and AT&T agrees to provide Wireless 9-1-1 Service as described herein.

- a. Wireless 911 Service (W 911) is a service offering which routes wireless calls to specific Public Safety Answering Points (PSAPs) and provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to support the Federal Communication Commission's (FCC) Phase I and Phase II requirements established in Docket Number 94-102.

- b. This service will support the following wireless E9-1-1 design solutions:

1. Call Path Associated Signaling (CPAS)¹
2. Non-Call Path Associated Signaling (NCAS)
1. Third-party NCAS
2. AT&T NCAS
3. Hybrid

¹ The CPAS solution does not support Phase II and customers that utilize CPAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation.

Regulations for 9-1-1

- A. Request for this service: (1) can only be initiated by a 911 customer; (2) must be provided to AT&T in writing 150 days prior to the desired service date for both Phase I or Phase II service; and (3) must identify service locations and arrangements.
- B. Wireless 911 will be provided where facilities permit. If facilities are not available, AT&T will negotiate a mutually agreeable service date with the Customer.
- C. The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10, or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If the PSAP CPE does not meet these requirements, AT&T will continue to selectively route wireless 911 calls to the designated PSAPs. However, the PSAP may not receive call back or location information for these calls.
- D. The Customer acknowledges that W 911 service requires that the respective wireless carriers have the capability to forward the wireless subscribers call and associated call data to AT&T for transport to the W 911 Customer and that the carrier bears sole responsibility for such capability.

2. Warrick County System Configuration

The Warrick County enhanced 9-1-1 service will be configured as follows:

Primary PSAPs	Positions	Trunks
Warrick County Sheriff's Department	5	4

This system is based on AT&T's estimate of 20,000 access lines. Access lines are individual telephone lines or Centrex stations from the serving telephone companies' central offices to the service addresses of all telephones within the geographical boundaries of Warrick County's enhanced 9-1-1 system.

Features of the Warrick County enhanced 9-1-1 service will include:

Selective Routing

Selective routing provides for the routing of each 9-1-1 call to the Primary PSAP serving the calling telephone's location despite any nonconformity of boundaries between central offices and municipalities. This feature is provided in the enhanced 9-1-1 central office and requires a data management system to provide the capability for storing, updating, and retrieving the list of telephone numbers and corresponding PSAPs.

LAND Automatic Number Identification

The ANI feature forwards the calling telephone number of the 9-1-1 caller to the PSAP, where it is displayed at the answering position.

All-L Location Identification

The All-L feature provides a display at the PSAP which includes the service address of the calling telephone number. The identities of the police, fire, and ambulance jurisdictions corresponding to the location address are also displayed.

Default Routing

With Default Routing, when a 9-1-1 call cannot be selectively routed due to an ANI failure, scribbled digits, or other causes which may prevent selective routing, the call is routed to a default PSAP predetermined by Warrick County.

Emergency Routing and/or Alternative Services

These features provide rerouting of calls to an alternate PSAP designated by Warrick County if service to a particular PSAP is disrupted or the PSAP is closed for other reasons.

Forced Disconnect

The Forced Disconnect feature permits the PSAP attendant to release a connection even though a 9-1-1 calling party has not hung up, preventing over congestion or the 9-1-1 exchange line.

Call Transfer

Call Transfer allows an established 9-1-1 call to be transferred to another PSAP or desired destination. Call Transfer permits a simultaneous three-way connection between the calling party, the transferring party, and the other PSAP or desired destination party. All transfers from within AT&T PSAPs include ANI and ALL information.

Three types of Call Transfer are available:

Selective Transfer transfers to the police, fire, or EMS assigned to the calling party by pushing a preset button on the PSAP terminal equipment.

Fixed Transfer transfers to another PSAP or desired destination by pushing a preset button on the PSAP terminal equipment.

Manual Transfer transfers to another PSAP or desired destination by dialing the PSAP or desired destination telephone number.

All-L Lookup

The All-L Lookup feature permits the PSAP attendant to obtain the location information for callers located within the jurisdictional boundaries of Warrick County by entering the telephone number on a "9-1-1" call.

As additional features become available, AT&T will offer those features at the request of Warrick County, as long as those features are compatible with Warrick County's enhanced 9-1-1 service. The cost will be billed to Warrick County if it elects to have the features.

3. Payment Obligations

Warrick County understands that the charges stated within are AT&T's best estimate and it is understood and agreed that charges may increase or decrease depending upon the final system configuration.

Single Lump Sum Payment \$852,000

The above figure is based upon AT&T's estimate of 20,000 access lines. An update of the number of access lines in Warrick County's enhanced 9-1-1 system will be made annually. AT&T reserves the right to recover any costs associated with an increase of over 1,000 access lines. A charge of \$75.00 per 1,000 access lines more than 20,000 will be billed monthly. In the event that the access lines decrease, AT&T shall deduct \$75.00 per 1,000 access lines less than 20,000 lines.

4. Responsibility of Warrick County

The location of Public Safety Answering Points (PSAP's) shall be determined by Warrick County. Warrick County agrees to furnish a description of the geographic area covered by each PSAP. Such description shall include street names, street addresses, and telephone ranges and/or such other information as may be mutually agreed to by AT&T and Warrick County. The location and nature of the information shall be established by AT&T. The distribution of such locations, and the updating of such information, shall be the sole responsibility of Warrick County. Warrick County shall furnish to AT&T, from time to time, Warrick County updated geographic information necessary to the provision of enhanced 9-1-1 services. AT&T reserves the right to communicate geographic information updates within ten (10) business days from the date AT&T's data base administrator receives written notification from Warrick County's enhanced 9-1-1 project director. If the magnitude of the update precludes AT&T from completing work within ten (10) days, AT&T will contact Warrick County to establish an acceptable due date. The condition of each PSAP's electrical bonding and grounding must meet standard electrical codes. AT&T will assist in the assessment of the PSAP's bonding and grounding.

5. Responsibility of AT&T

Maintenance and Monitoring
AT&T will maintain the enhanced 9-1-1 equipment on the customer premises, the central office equipment associated with the enhanced 9-1-1 service, the enhanced 9-1-1 network, and the enhanced 9-1-1 host and node processors. Repairs will be made available to handle Warrick County incidents of trouble on a 24-hour a day basis. All components of the enhanced 9-1-1 network are automatically monitored, with failures resulting in trouble reports. AT&T receives written notification from Warrick County's enhanced 9-1-1 project director. If the magnitude of the update precludes AT&T from completing work within ten (10) days, AT&T will contact Warrick County to establish an acceptable due date.

The condition of each PSAP's electrical bonding and grounding must meet standard electrical codes. AT&T will assist in the assessment of the PSAP's bonding and grounding.

6. Limiting At no additional charge to those contained in this Agreement, AT&T agrees to provide user training prior to system implementation which will include:

- New Public Safety Answering Point Equipment
- Miscellaneous Operational Procedures

Data Base Maintenance and Error Correction

AT&T will update customer service information resulting from service order activity on a daily basis, and correct Warrick County errors resulting from service updates. User identified corrections which are made known to AT&T will be handled on an individual basis. AT&T will strive to handle the corrections within two (2) business days. Warrick County's 9-1-1 project director will be responsible for the correction of errors. In the event AT&T is not able to make a correction within two (2) business days, AT&T agrees to promptly notify Warrick County as to the date the correction is anticipated.

7. Grade of Service

The enhanced 9-1-1 system will be designed to provide a P.O. 1 grade of service. This primary PSAP, AT&T will service an A.L request in two (2) seconds or less on all calls.

8. AT&T Limitation of Liability and Disclaimer

This service is offered solely for handling and transmitting calls in connection with fire, police and other emergency services. In the event of any liability, AT&T, its officers, directors, employees, and agents shall not be liable for any injuries, death or loss to Person or property incurred by any person other than as described in the Guidelines of Indiana Bell Telephone Company, Incorporated, 1st Section 2, Shores O-13, located at 1115 Zionsville Road, Indianapolis, IN 46222, and/or any other carrier or service provider. AT&T shall not be liable for damage to property caused by acts of God, war, strikes, or any other cause beyond its control. AT&T shall not be liable for damage to property caused by acts of Warrick County.

9. Exclusivity At no additional charge to those contained in this Agreement, AT&T will provide services to Warrick County.

10. Miscellaneous and Specific Provisions

AT&T will not discriminate in the provision of enhanced 9-1-1 services to Warrick County. In the event of any interruption, other than Warrick County, of the enhanced 9-1-1 service, AT&T will strive to handle the corrections within two (2) business days. Warrick County's 9-1-1 project director will be responsible for the correction of errors. In the event AT&T is not able to make a correction within two (2) business days, AT&T agrees to promptly notify Warrick County as to the date the correction is anticipated.

11. Payment of Expenses

AT&T will not be liable for expenses incurred in connection with the enhanced 9-1-1 system.

12. Termination

AT&T will not terminate the enhanced 9-1-1 system without cause.

13. Assignment

AT&T will not assign the enhanced 9-1-1 system without cause.

14. Non-Assignment

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Agreement without liability for termination charges upon the following conditions:
(i) County has taken all actions necessary to obtain adequate appropriations or funding;
(ii) despite County's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) County has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Agreement to accommodate County's budget. County must provide AT&T ninety (90) days' written notice of its intent to terminate under this Section. Termination for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If County terminates the Agreement under this Section, County agrees it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges.

9. Termination Liability

Not with standing the foregoing provisions in Section 7, Warrick County may elect to terminate all or part of the Service during the Contract Service Period upon ninety (90) days written notice to AT&T, subject to payment of a termination charge to be mutually agreed to by both parties. There will be no planned implementation activity in the case of a work stoppage.

10. Miscellaneous Terms and Conditions

System Implementation Schedule

A mutually agreed to system implementation and critical path plans will be provided by AT&T for Warrick County's approval. The time line for these plans will be mutually agreed to by both parties. There will be no planned implementation activity

Contract for terminated service components.

11. Access to User Facilities

AT&T shall be provided access at any reasonable time to Warrick County's PSAP's where enhanced 9-1-1 facilities are located for the purposes of installation, inspection, testing, repairing or removing the equipment and facilities used in furnishing the enhanced 9-1-1 service.

12. Unauthorized Use of Services

It is understood and agreed that the furnishing of ANI and ALI information pertaining to incoming 9-1-1 calls is to be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Misuse of the ANI or ALI information by a PSAP entity, at the sole discretion of AT&T, result in the immediate termination of enhanced 9-1-1 service. Such termination will be subject to the provisions covered in Section 8 above.

Disclaimer

It is understood and agreed that the services provided hereunder are the sole responsibility of AT&T and Warrick County. AT&T makes no representation or warranties with respect to information, data, or facilities provided by any other telephone utility which may also provide enhanced 9-1-1 services to Warrick County. The schedule of prices contained herein do not include prices which may be charged

by any other telephone utility which may provide enhanced 9-1-1 data, information, services, or facilities to Warrick County.

Audit and Collection

AT&T shall permit Warrick County, from time to time, but no more than once annually, to audit AT&T's records pertaining to the compliance and remittance of the enhanced 9-1-1 surcharge by Warrick County to oversee the 9-1-1 dispatch area. This person also acts as the State Board of Accounts, or conducted by the State Board of Accounts.

AT&T agrees to comply fully with I.C. 36-8-16-7-33 with respect to the reporting and collection of surcharges and remittance to the State 911 Board.

Services Modifications

Pursuant to IC 22-5-1.7-11, AT&T shall enroll in and verify the work eligibility status of its employees through the E-Verify program; however, AT&T is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. AT&T provides a sworn affidavit, attached as Exhibit A, affirming that the contractor does not knowingly employ an unauthorized alien and that AT&T has enrolled in and is participating in the E-Verify program.

13. No Investment in Iran. As required by IC 5-22-1.6.5, the Contractor certifies that the Company is not engaged in investment activities in Iran. Providing false certification may result in consequences listed in IC 5-22-1.6.5-14, including termination of this contract, denial of future state contracts, as well as imposition of a civil penalty.

14. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, acts of God, acts of civil or military or supporters, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

15. Notice. Any notice required to be given under this Agreement shall be mailed by Certified Mail, Return Receipt Requested, properly addressed to the party to be notified at the address set forth below:

AT&T
VP & General Counsel
225 W Randolph HQ 23
Chicago IL 60606

16. Successors and Assigns. Neither party shall assign Warrick County rights or obligations under this Agreement without the other party's written consent. Any attempted assignment shall be void, except that either party may sell the business to another party (A) any prior written notice of such assignment, and (B) such assignment does not impose upon the assignee any obligation to the assignee other than the payment of such money as the assignee may be entitled to, AT&T may assign the Agreement, in whole or in part, to any of its affiliates, successors, assigns or otherwise dispose of any portion of the Agreement, provided that the assignee shall not be construed to relieve AT&T Indiana of any responsibility for the fulfillment of the Agreement. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

17. Amendments. This Agreement may be amended only by written instrument signed by both Warrick County and AT&T.

18. Extent of Agreement

This Agreement, which shall be deemed to include the approved system implementation and critical path plan, represents the entire understanding between and among the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contract or agreement, oral or written, exists; each party hereby represents to the other that it will not rely upon any agreement or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing and incorporated in written amendment to this Agreement.

19. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed and enforced according to its provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

20. Waiver
Failure of either party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

Warrick County
Board of Commissioners

By Mark L. Schleicher
Warrick County Commissioner

By Dave Saylor
Warrick County Commissioner

By Deborah K. Stevens
Warrick County Auditor

Printed _____

Title _____

Date _____

Date May 22, 2017

Attest: Deborah K. Stevens

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY,
INDIANA, WAIVING ITS RECOUPMENT RIGHTS RELATED TO THE
NEWBURGH MASTER LIFT STATION PROJECT**

WHEREAS, on October 15, 2014, the Board of County Commissioners of Warrick County ("Commissioners") entered into an Interlocal Agreement Regarding the Newburgh Master Lift Station Project ("Interlocal Agreement"), with the Town of Newburgh, Indiana ("Newburgh"), the Warrick County Redevelopment Commission ("Commission"), and related to the funding of the Newburgh Master Lift Station Project ("Project"); and

WHEREAS, the Commission and the Commissioners provided significant funding to Newburgh in order to construct the Project; and

WHEREAS, Section 10 of the Interlocal Agreement allowed the Commission and the Commissioners to recoup their funds contributed for the cost of the construction of the Project and also allowed the Commission and the Commissioners to waive, in writing, all or any portion of their recoupment fees; and

WHEREAS, Newburgh, the Commission and the Commissioners entered into an Addendum to Interlocal Agreement ("Addendum"), on July 1, 2007, that extended the recoupment period provided under the Interlocal Agreement to ten (10) years from the date the Project was completed and transferred to Newburgh, which recoupment period runs until approximately November, 2017; and

WHEREAS, the Board of Commissioners of Warrick County desire to waive any and all recoupment fees it may be entitled to pursuant to the Interlocal Agreement and the Addendum.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, as follows:

The Board of Commissioners of Warrick County, Indiana, waives any and all rights it has to any future recoupment fees related to the Interlocal Agreement and the Addendum.

[Signatures on the following page]

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 22nd day of May, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Mark L. Schleicher, President

Dave Saylor, Vice President

Robert H. Johnson, Jr., Member

ATTEST:
Deborah K. Stevens
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd L. Glass, Esq., #13982-18
FINN & HANFELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Warrick County Claims for Payment

AARON FRANZ	78.76
ALPHA LASER SERVICES	0.46
ARAB	.45
ARROW PLANNING GROUP	45.00
ASSOCIATION OF CLERKS OF CIRCUIT COURT	8,000.00
BOONVILLE NATURAL GAS CORP.	1,063.43
BOONVILLE UTILITIES	7,323.30
BOYD, JACK & KELLY	1,500.05
BRETT W KRUSE	1,601.93
CHANDLER UTILITIES	24.63
CLARK DIETZ, INC.	3,010.00
CLERK-TREASURER--BOONVILLE	10,321.00
CLERK-TREASURER--CHANDLER	5,318.89
CLERK-TREASURER--ELBURNFIELD	1,205.80
CLERK-TREASURER--LYNNVILLE	1,519.65
CLERK-TREASURER--NEWBURGH	6,225.40
DEIG BROS LUMBER & CONST	5,11.29
EMPIRE CONTRACTORS, INC	13,380.00
EVER CLEAN SERVICES, INC.	665.540.45
FIRST BANKCARD	1,165.00
HOOISIER BUSINESS MACHINES INC.	1,600.80
INDIANA AMERICAN WATER	204.14
KATHY MANNING	65.97
TINA LATHAM	245.92
LOCKMUELLER GROUP	50.16
MORRIE DOLL GROUP	33,070.02
NOMAD TECHNOLOGY GROUP	500.00
PAXTON MEDIA GROUP, LLC	495.00
PIKE GIBSON WATER, INC	1,787.75
PSC	1,167.70
ROCH USA, INC.	1,677.27
ROBIN GREENLEE (CDFO)	44.63
SCHNEIDER, JODY & LEZA	406.00
SHARONNA JAMES	342.92
SHARON SHOULDERS	58.03
SPIRINT	11.22
SRI INC	0.00
THE LANG COMPANY	1,184.49
TRACTOR SUPPLY CO	688.70
	18.52
	100.93

TRAVIS ALEXANDER	2,400.00
TREASURER OF STATE OF INDIANA	425.70
U.S. BANK	177.95
VERIZON ENERGY DELIVERY	5,419.25
WARRICK COUNTY TREASURER	120.04
WINCHESTER, KENDRA & MARK	107,701.55
AFLAC PREMIUM HOLDING	1,449.56
ALPHA LASER SERVICES	4,801.40
APPLIED LAND SOLUTIONS	20.06
ASSOCIATION / INDIANA COUNTIES	3,787.50
AT&T	18.00
AVERY, JOHN AND KELLY	82.29
BEEM, JUDY	24.06
BLEISCH BROS EQUIPMENT CO INC	18,806.03
BOONVILLE NATURAL GAS CORP.	42,025.00
BOONVILLE UTILITIES	394.42
BOONTON MUTUAL LIFE INSURANCE CO	508.75
BRIDGETT L PENNINGTON - CHARLES ALLEN JR	1,099.00
BURKE, CAROL JEAN	4,716.94
CHANDLER POLICE DEPARTMENT	45.00
CHANDLER UTILITIES	926.00
CLARK DIETZ, INC.	20.38
CLARK, STEPHANIE D	33,050.60
CLERK--WARRICK COUNTY SUPERIOR COURT	1,281.63
CROWNE PLAZA HOTEL	4,301.93
TEAMSTERS LOCAL #215	714.00
DAVID WOOLEN	4.00
DIVISION OF CHILD SUPPORT	104.25
ECONOMIC DEV COALITION OF SW IN	63.00
FELTS LOCK CO., INC.	63.00
FIFTH THIRD BANK	303.98
FIRST BANKCARD	1112.97
GEM CHEMICAL COMPANY, INC.	37.27
GIBSON COUNTY ABSTRACT & TITLE COMPANY	450.00
GRANDIERSON, DAVID AND KATHY	5,250.70
INDIANA STATE POLICE TRNG.FUND	165.00
JSK ASSOCIATES INC	1,800.00
LOEHR, MARK & KAREN	322.02
MAKEN CORPORATION	1,525.00
MCDONALD LAW OFFICE	2,350.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	226,318.27
OFFICE DEPOT, INCORPORATED	160.00
OLD NATIONAL BANK	1,736.35
PAT BROOKS	73.06
PHILLIPS & PHILLIPS, PC	408.22

QUALITY-CORRECTIONAL CARE, LLC	13,973.33
R S MANN PROPERTIES, LLC	650.14
RICHARD D & DONNA M DAUGHERTY	65.38
RIDE SOLUTION	5,500.00
ROBERT D REYNOLDS	30.00
ROBERTS, WILLIAM & DONNA	1,162.16
SHAMMAH INVESTMENTS LLC	8,326.76
SPENCER COUNTY CLERKS	30.00
SPRADLIN, MEGAN BROOKS	289.54
DORIS SULLIVAN	732.07
SUPERIOR AG RESOURCES	71.52
TEAMSTERS LOCAL #215	1,682.10
TECMSEH HIGH SCHOOL	611.00
TINGLEY, DANIEL	1,500.00
TYLER TECHNOLOGIES, INC	649.33
U.S. BANK	19,580.00
VAN AUDSALL AND FARRAR	55.61
VERIZON ENERGY DELIVERY	1,496.80
VERIZON WIRELESS CLERK	2,087.48
WARRICK COUNTY COMMISSIONERS	2,831.06
WARRICK COUNTY HIGHWAY DEPT.	64.80
WARRICK COUNTY TREASURER	263.39
WHITACHE, ROSS DREW & DALESSANDRI, ANNE	293.84
WILSON, MIKE	3,815.09
WOOD, SHIRLEY	80.00
WOW BUSINESS	78.53
ZENTER STARAYMAN WEITZEL SHOULDERS	1,250.00
Z STAR SECURITY SYSTEMS	1,227.00
AT&T	2,712.00
AXIOM	524.04
DAINGER FOREMAN OGWARD HAIN	98.00
BEEM, JUDY	89.99
BROYLES ELECTRICAL CONTRACTORS, LLC	965.00
CAREFULL PRODUCTS	1,111.95
COMSOFT, LLC	2,511.60
DELATHORPES LLC	2,409.00
DUKE ENERGY	183.15
EVANSVILLE METROPOLITAN PLANNING ORG	5,000.00
F & E CHECK PROTECTOR CORP	4,755.00
FINE & HATFIELD, PC	11,128.50
FIRST BANKCARD	4,411.24
GEM CHEMICAL COMPANY, INC.	69.20
GREGA GRANGER	39.19

HARSHAW TRANSE SERVICE INC.	2,390.50
INDIANA OFFICE OF TECHNOLOGY	1,25.44
INDIANAPOLIS MARRIOTT DOWNTOWN	698.00
LAW OFFICE OF JONATHAN M YOUNG	142.50
MARTIN & MARTIN, INC.	37.50
MEMORIAL HOSPITAL AMBULANCE SERVICE	25.25
MERCEDES MEDICAL	25.00
MERRIE DOLL	3,075.00
MULZER CRUSHED STONE, INC.	3,060.13
ONEILL, MARTIN AND LINDA	277.00
REDDWOOD TOXICOLOGY LABS	1,155.00
ROBERT RAYSWORTH, JUDGE	387.18
SCOTT'S TRANSFER INC.	25,499.50
TAP PUBLISHING	63.95
TELEDATA COMMUNICATIONS OF IN	120.00
THE LANG COMPANY	40.59
THOMSON REUTERS	892.88
TIME WARNER CABLE	830.55
U.S. BANK	23.10
VECTREN ENERGY DELIVERY	1,60.74
WESTIN HOTEL	107.00
WORD SYSTEMS INC.	3,972.99
WOW! BUSINESS	3,984.36
ZIEMER STAYMAN WEITZEL SHOULDERS	1,875.00
S STAR SECURITY SYSTEMS	331.56
AIGNER HARDWARE	1,226.36
AIRGAS USA, LLC	379.36
ALEXANDER NEWBURGH CHAPEL	10.20
ALSTADT PLUMBING SERVICE	10.00
ALTSTADT-HICKS OFFICE CITY	3,424.06
ASSOC IN PROSECUTING ATTORNEYS	2119.35
BUSINESS EQUIPMENT ASSOCIATION / INDIANA COUNTIES	900.00
B-HIVE PRINTING	20.00
BEST ONE TIRE & SERVICE	695.00
BOB BARKER COMPANY INC.	1,608.56
BODONVILLE LAWN AND GARDEN INC.	208.01
BRANDON BAKER & SUSAN LAVANCHY	11,930.90
BRIANS CONCRETE SUPPLIES	0.00
CARTER LIMBER	48.00
CDW GOVERNMENT, INC.	26.66
CHIEF SUPPLY CORP	22.84
CORRISOFT, LLC	1,455.55
CRON'S BODY SHOP	2,25.60
DAYLIGHT FARM SUPPLY, INC.	2,232.00
EAST PINES ANIMAL CLINIC INC	31.14.1
ELLARD, SARAH	204.30
	75.00

EMERGENCY MEDICAL PRODUCTS INC	81.00
EMERGENCY PROF OF INDIANA PC	99.13
EROSION RESOURCES & SUPPLY	45.00
EVIDENT, INC	4,271.24
FORTERRA PIPE & PRECAST-MIDWEST REG US	4,757.92
GEM CHEMICAL COMPANY, INC.	57.72
GRANGER	50.00
GUY GENTRY	24.176
HALL SIGNS, INC.	207.00
HAMLIN EQUIPMENT RENTAL	120.03
HUTSON INC.	2,955.00
J & J SUPPLY, INC.	22.99
JEFF WALLIS	50.00
JEFFREY L VALIANT	1,74.00
KENWAY DISTRIBUTORS INC	3,028.46
LAW CHEVROLET BUICK PONTIAC	180.00
MARK THURMAN	227.93
MCKESSION MEDICAL-SURGICAL INC.	24,271.92
METZGER CONSTRUCTION CO INC.	3,64.00
MELTHI CONSTRUCTION	1,61.36
MODERN MARKETING INC	1,581.42
MORRIS DOLL, INC.	734.25
MOUNTS ELECTRIC INC.	654.08
MUNZER CRUSHED STONE, INC.	11,054.06
NICHOLS ELECTRIC SUPPLY	59.87
NIX SANITARY SERVICE	54.00
O'REILLY AUTO PARTS	277.99
OFFICE DEPOT, INCORPORATED	986.44
PERFECTION HYDRAULICS, INC.	1,168.69
PIRANHA SHREDDING/RECYCLING INC.	1,80.00
QULL CORPORATION	820.00
SATELLITE TRACKING OF PEOPLE LLC	1,522.75
SIEGELS	650.00
SOUTHEASTERN EQUIPMENT CO., INC.	4,538.83
SOUTHERN IN IMAGING CONSULTING	11,595.81
SPAN PUBLISHING, INC	145.48
ST MARY'S WARRICK EMS	200.00
ASSOCIATION INC	820.00
SWV INDIANA REGYTH VILLAGE	150.00
THE HOME CITY ICE COMPANY	1,117.60
THE MURPHY ELEVATOR CO INC	275.91
THE TOWER CLOCK COMPANY	50.00
TOTAL COURT SERVICES	208.25
TRANSE SUPPLY	968.71
TRI-STATE LIGHTING & SUPPLY CO INC	588.44
TRI-STATE REPORTING, INC.	187.45

Grand Total:

TRI-STATE SYSTEMS	15,882.92
UNIFIRST CORPORATION	2,59.49
WABASH VALLEY SERVICE CO	10,671.27
WARRICK ANIMAL GUARDIANS	328.77
WARRICK AUTOMOTIVE SUPPLY	1,390.58
WARRICK CO JAIL COMMISSARY	4,394.53
WARRICK COUNTY TREASURER	886.20
WARRICK PUBLISHING CO	9.85
WARRICK SOLID WASTE MGT DIST	63.40
WILLIAM BYERS	50.00

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.5, MAY 22nd, 2017. IC 5-1-10-2 permits the governing body to sign the accounts payable. Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts payable Voucher Register, in the total amount of \$2,538,867.01. Dated this 22nd day of May, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Don Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Notice letter from Warrick County Redevelopment Commission regarding TIF Revenues

Received this 22 day of May, 2017.

Warrick County Board of Commissioners

By Marlin Weisheit

Printed: Administrative Assistant

Title: Secretary

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WARRICK COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2017-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
A WARRICK COUNTY, INDIANA CONSTITUTING AN
ORDER ESTABLISHING VOTING PRECINCTS
IN WARRICK COUNTY

WHEREAS, Indiana Code 3-11-1.5 requires that precinct boundaries comply with the directives of said law; and

WHEREAS, pursuant to IC 3-11-1.5, Warrick County, Indiana through the Board of Commissioners has established the precincts for the said County; and

WHEREAS, as a result of the annexation of county territory by the City of Boonville, Indiana, three (3) precincts in Warrick County, Indiana, need to be updated.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, as follows:

Pursuant to IC 3-11-1.5-36, the Warrick County Board of Commissioners hereby delegates its responsibilities under IC 3-11-1.5 to the Warrick County Election Board to alter or amend the precincts submitted herewith and to obtain approval of the precincts submitted herewith by the Indiana Election Division or the Indiana Election Commission. A precinct description and map of the boundaries of each precinct established and submitted to the Indiana Election Division is attached hereto and incorporated herein by reference.

Passed and adopted by the Warrick County Board of Commissioners this 22nd day of May, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS


Marlin Weisheit, President


Daniel Taylor, Vice President

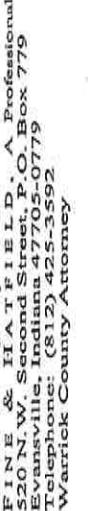

Robert H. Johnson, Jr., Member

1 Resolution No. 2017-14

ATTEST:


Deborah Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:


Todd L. Glass, Esq. #13982-18
FINE & HART ELL D., A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Board of Commissioners
County Courthouse
Boonville, Indiana 47601

Memorandum

To: Warrick County Public Safety Agencies, Partners and Stakeholders

From: Warrick County Board of Commissioners

Date: June 2017

Re:

Promulgation of the Warrick County Comprehensive Emergency Management Plan

Warrick County faces the threat of disasters and emergencies. To this end, Government at all levels has a responsibility for the health, safety and general welfare of its citizens.

It has been proven normal day-to-day procedures are sometimes not sufficient for effective disaster response, as extraordinary measures have to be implemented quickly if loss of life and property is to be kept to a minimum. The Warrick County Comprehensive Emergency Management Plan (CEMP) considers key actions necessary to meet the challenges of emergency and disaster situations.

In keeping with Indiana Code 10-14-3, local jurisdictions are required to develop and keep current an emergency operations plan. The Warrick County CEMP is the specified document and satisfies this requirement.

The Warrick County Partners to:

- Fully understand their responsibilities as outlined by the document and critical public needs during times of disaster.
- Ensure the continuity of essential services which may be needed during and after disasters.
- Build and foster strong relationships and collaboration with agencies, departments and personnel to build an effective emergency management system within Warrick County.

Warrick County Emergency Management Agency has been designated as the primary agency responsible for the coordination and preparation of the CEMP. It shall be consistent with the National Response Framework, the National Incident Management System, as well as other key state and federal policies and standards.

This plan is effective: May 22, 2017

Dan Sayler

Marlin Weishait

Warrick County Commissioner



WARRICK COUNTY EMA/911
Attn: DALLAS SCOTT
BOONVILLE, IN
812-897-6178

5/22/17

Reference: Generator Planned Maintenance Agreement - Semi-Annual 3 Year Service

Please find the enclosed information regarding Preventative Maintenance for your generator(s). Evapar understands how critical downtime can be in your time of need. Scheduled inspections, regular maintenance, and load bank testing can help ensure proper operation at the time when you need your generator most.

Since 1912 Evapar has been dedicated to supporting our generator customers in the Indiana, Kentucky, and Illinois area, with experienced factory trained and certified technicians, a full parts department, rental generators, and knowledgeable support staff.

Emergencies cannot be predicted, but a fast response plan is a critical part of our responsibility to you. Thanks in part to our extensive experience with life/safety and mission critical applications, we've developed a strategy for responding quickly to emergency situations. Our service department is on-call 24 hours a day, 7 days a week should you need service. Our pre-pay Preventative Maintenance customers receive a special 10% discount on labor, should you have additional repairs on your generators covered in this agreement.

I appreciate the opportunity to quote your Preventative Maintenance services. Please review the agreement and return a signed copy to me, if you would like to proceed. You may reply by mail, fax, or email. If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully,

Sean Mize

EVAPAR, Inc.
Generator Service Coordinator
812-867-9900 (Office)
812-868-4329 (Fax)
Sean.Mize@EVAPAR.com

PREVENTATIVE MAINTENANCE

SCOPE OF WORKS

This Preventative Maintenance Agreement is entered into by EVAPAR and the owner to perform preventative maintenance services on the equipment listed on this Agreement. Work to be scheduled and performed during regular business hours. Any additional work recommended or required will be performed for agreed upon charge.

Engines

- Air filter clean/replace as needed
- Adjust, clean and/or replace oil spark plug
- Check condition/tension of bolts (adjust as needed)
- Clean ignition system distributor coils/wires (if applicable)
- Check fuel lines for leaks / damage
- Lubricate fuel lines and connections
- Inspect fuel filter, fuel lines and intake restrictions
- Check air intake hoses, clamps for any air intake restrictions
- Change oil annually
- Change oil filters (annually) + S25.00
- Oil sample (optional) + \$25.00
- Check battery
- Check radiator coolant level
- Test/ record anti-freeze temperature
- Check air hoses
- Check operation of engine block heater
- Battery clean terminal on cables
- Clean and grease battery post/cable
- Check battery fluid level
- Record battery voltage
- Check/ record alternator voltage source
- Load test or perform specific gravity test
- Starting System
- Check alternator terminals
- Electrical
- Inspect control panel: Check gauges, meters
- Visually inspect all electrical connections
- Check Generator output voltage
- Change fuel filter(s) annually

Exhaust Systems

- Check for fuel leaks
- Clean/inspect fuel bowl or water separator (if applicable)
- Check injection pump lines
- Check fuel separator and fittings
- Check fuel transfer pump
- Check fuel selector valve
- Check operation of low pressure relief valve
- Inspect ATS & enclosure for corrosion, moisture, debris, obstruction and frequency changer rates.
- Record oil pressure and frequency changes
- Check for leaks and excessive vibration
- Check operation of low pressure relief valve
- Automatic Transfer Switch
- Inspect ATS & enclosure for corrosion, moisture, debris, obstruction and frequency changer rates.
- Record oil pressure and frequency changes
- Check for leaks and excessive vibration
- Check operation of low pressure relief valve
- Check ATS connection to ATS connection
- Record normal and emergency frequency voltage at ATS connection
- Frequency voltage drop test with source(s) power supply and ATS connection
- Check ATS connection to ATS connection
- Check ATS connection to ATS connection
- Check ATS connection to ATS connection
- Return all switches into proper operating mode
- Submit inspection report to owner with any findings
- Instruct owner personnel in operating or upkeep procedure

PREVENTATIVE MAINTENANCE AGREEMENT

Semi-Annual Service

EVAPAR will perform two (2) visits annually. One (1) inspection and one (1) full service, at six (6) month intervals. A new quote will be issued for each visit. The charge for this maintenance will be as listed below and remain in effect for one year from date of signing.

Annual Rate Payable in Advance:

Make ONAN	Model No. GPFA	Serial No. F100132680	Location ALCOA TOTAL	Quote \$3180.00
			QUOTE =	

This agreement does not include maintenance for utility companies to whom EVAPAR has been assigned. Any dispute between EVAPAR and its assignees will be referred to the client of EVAPAR, and will remain in force until cancelled by either party through written notice to the other.

CUSTOMER:

Marlin Weisheit
President

Warrick County Commissioners

Phone #:
812-897-6120

Date:
May 22, 2017

*This contract is a Pre-Paid agreement. The entire amount of this contract is to be paid in full prior to any services being rendered. Orders do not require payment. Have (Initials)

3000 N. Northland Drive
Elkhorn, WI 54947-2740
Phone: 812-867-2900
Fax: 812-867-2388

11126 Pleasant Ridge Drive
Elkhorn, WI 54947-6315
Phone: 507-267-4216
Fax: 507-267-4216

3451 Developers Road
Elkhorn, WI 54947
Phone: 812-738-3544
Fax: 812-738-3579

State Form 54400 (B-10)
Prescribed by State Board of Accounts

City and Town Form Number 225
County Form Number 16

(City or Town) Warrick OF IN (Name or Unit)
(IC 8-17-4.1)

Signature _____ Date _____

Mark J. Mize

5/22/17

Quote Estimates Always (100% above true value)

EVAPAR, Inc.

5/22/17

Quote Estimates Always (100% above true value)

EVAPAR, Inc.

5/22/17

Quote Estimates Always (100% above true value)

FOR THE YEAR ENDED
DECEMBER 31, 20__ 16

**ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
(IC 8-17-4.1)**

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS (IC 8-17-4.1)			
SECTION I - FINANCIAL STATEMENT			
Motor Vehicle Highway	Road & Street	Cumulative	Total Funds
\$ 1000.00/2.0%	\$ 700.00/0.4%	\$ 142000.00	\$ 1001700.00
\$2,020,423.00	\$1,06,702.00	\$4,104,000.00	\$6,772,200.00
\$1,207.04	\$10,612.22	\$22,104.01	\$21,414,016.07
\$2,021,200.42	\$1,070,602.61	\$5,65,000.00	\$9,361,227.47
Total Receipts			
Bond Proceeds			
Interfund Loan Proceeds			
Investments Maturing or Sold			
Other			
Total Receipts	\$1,025,120.42	\$1,025,120.42	\$8,301,527.47
Operating Disbursements:			
Administrations	\$265,120.05	\$45,200.00	\$20,120,36
Maintenance and Repair	\$500,000.75	\$15,647.32	\$1,070,070.36
Interest and Reconciliation	\$232,305.21	\$72,430.73	\$85,024,016.05
Other Disbursements	\$1,47,007.00		\$1,47,007.00
Total Operating Disbursements	\$1,044,514.00	\$110,851.02	\$7,742,270.02
Investment Income			
Interest Income			
Investment Income - Bonds			
Investment Income - Stocks			
Investment Income - Other			
Total Disbursements	\$1,044,514.00	\$110,851.02	\$7,742,270.02
(Excess or (Under) Total Disbursements)	\$1,025,120.42	\$34,772.00	\$1,000,517.45
Cash - December 31	\$ 2400000.00	\$ 177,511.00	\$ 220014.22
Investments - December 31	\$ 32,480,000.00	\$ 389,075.27	\$ 38,225,144.22
Tax Rate Per Hundred Dollars Only			

Note: Operational statement from Section I

Operating Disbursements from Section II

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS Part of State Form 64400 (b)-101 SECTION Ia - DETAIL OF OPERATING RECEIPTS FOR COMMON FUNDS					
	Local Roads & Highways	Cumulative Bridge	Total Other Funds	Total All Funds	
Operating Receipts:					
Taxes, list source(s)					
Wheel Tax	\$86,109.77				\$86,109.77
Sun Tax	\$8978,107.91				\$976,167.93
Property Tax					\$67,162,227.94
Financial Institution Tax					\$1,486.44
Commercial Vehicle Excise Tax					\$2,709.34
Edit Tax					\$15,0495.17
License Excise Tax					\$2,788.61
Total Taxes ²	\$11,041.277.70				\$3,932,632.11
Charges from State Auditors Office					\$91,197.80
Distribution from Motor Vehicle Highway Distribution					\$79,113.37
Motor Vehicle Highway Distribution					\$4,578,587.35
Local Road and Street					\$5,772,233.93
Total Intergovernmental ²	\$2,920,123.39				\$2,920,123.39
Charges for Services, list service(s)					
Total Charges for Services ²					
Other, list source(s)					
Sale Money					
Highway Engineers Salary					
Revenue					
Reimbursement Revenue					
Donations					
State Reimbursements					
Total Other ²	\$2,921,330.42				\$2,921,330.42
Total Operating Receipts					
Operating Receipts:					
Taxes, list source(s)					
Sale Money					
Highway Engineers Salary					
Revenue					
Reimbursement Revenue					
Donations					
Total Other					
Total Interovernmental					
Charges for Services, list service(s)					
Total Charges for Services ²					
Other, list source(s)					
Reimbursement					
Revenue					
Donations					
Total Other					
Total Operating Receipts					

Note: *Total no decimal in Total of All Other Funds column

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS Part of State Form 64400 (b)-101 SECTION II - DETAIL OF OPERATING RECEIPTS FOR OTHER FUNDS					
	Other Funds	Local & Street	Edit Funds	Highway Donations	Total of All Other Funds
Operating Receipts:					
Taxes, list source(s)					
Property Tax	\$1,322,089.62				\$1,322,089.62
Financial Institution Tax	\$1,713.00				\$1,713.00
Commercial Vehicle Excise Tax	\$26,917.08				\$26,917.08
Edit Tax	\$1,607.14				\$1,607.14
License Excise Tax					
Total Taxes ²	\$104,367.02				\$104,367.02
Distribution from State Auditors Office					
Interovernmental, list source(s)					
Total Interovernmental					
Charges for Services, list service(s)					
Total Charges for Services ²					
Other, list source(s)					
Reimbursement					
Revenue					
Donations					
Total Other					
Total Operating Receipts					

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS Part of State Form 64400 (b)-101 SECTION III - DETAIL OF OPERATING DISBURSEMENTS OF COMMON FUNDS					
	Motor Vehicle Highway	Local & Street	Cumulative Bridge	Total All Funds	Total Funds
Administration:					
Personnel Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total Administration ²	\$247,710.91				\$247,710.91
Maintenance and Repair: ²					
Personnel Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total Maintenance and Repair ²	\$670,547.51				\$670,547.51
Construction and Reconstruction: ²					
Personnel Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total Construction and Reconstruction ²	\$223,081.21				\$223,081.21
General and Undistributed:					
Personnel Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total General and Undistributed ²	\$147,987.30				\$147,987.30
Debt Services:					
Payments of Principal and Interest ²	\$1,444,034.69				\$1,444,034.69
Total Operating Disbursements					

Note: *Total no decimal in Total of All Other Funds column

Note: *From Section II

*From Section II

ANNUAL OPERATIONAL REPORT SECTION IIb - DETAIL OF OPERATING DISBURSEMENTS FOR OTHER FUNDS Part of State Form 64400 (6-10)				
Other Funds	Ent.	Highway Construction	EDB	Total of All Other Funds
Administrative:				
Personnel Services				
Supplies				
Other Services and Charges				
Capital Outlay				
Total Administration:				
Maintenance and Repair:				
Personnel Services				
Supplies	\$15,049.36			\$15,049.36
Other Services and Charges				
Capital Outlay				
Total Maintenance and Repair:	\$15,049.36			\$15,049.36
Construction and Reconstruction:				
Personnel Services				
Supplies	\$4,601,905.46			\$4,601,905.46
Other Services and Charges				
Capital Outlay				
Total Construction and Reconstruction:	\$4,601,905.46			\$4,601,905.46
General and Undistributed:				
Personnel Services				
Supplies				
Other Services and Charges				
Capital Outlay				
Total General and Undistributed:				
Debt Services:				
Payments on Principal and Interest				
Total Operating Disbursements	\$4,601,905.46	\$15,049.36	\$19,753.20	\$4,637,665.00

Note: * Totals do not sum due to other funding sources

Part of State Form 64400 (6-10)

Submitted by: <i>R. Schum</i> Engineer/Director	Approved: <i>R. Schum</i> Board of County Commissioners
DATE: <u>05-22-2017</u>	DATE: <u>05-22-2017</u>
Submitted by: <i>C. H. Engle</i> City Engineer	Approved: <i>C. H. Engle</i> Street Commissioner or Supervisor
DATE: <u>05-22-2017</u>	DATE: <u>05-22-2017</u>
Submitted by: <i>C. H. Engle</i> Mayor or President of Town Council	Approved: <i>C. H. Engle</i>
DATE: <u>05-22-2017</u>	DATE: <u>05-22-2017</u>

Contract No.: R-30473

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information
District: VINCENNES DISTRICT
Change Order Number: R-30473
Reason Code: SCOPE CHANGES, Material Related
Description: Thermoplastic Pavement Markings
Original Contract Amount: \$ 6,072,995.00
Current Change Order Amount: \$ 19,722.11
Total Previous Approved Changes: \$ 3,304.81
Modified Contract Amount: \$ 23,026.92
\$ 6,096,021.92
Time Extension Information
Date Initiated: 05/09/2016
Original Contract Time
Time Element Description:
Current Time Extension:
Previous Time Approved
Revised Contract Time
SS Days O SP Days O DCE: _____ SCE: _____
SS Days by AE: _____ DCE: _____ SCE: _____
SS Days _____ SP Days Value \$ 0.00
SS Completion Date 05/09/2016 or SS Calendar/Work Days 0
(SS = Standard Specification, SP = Special Provision)
SS Days O SP Days O DDCM: _____
SS Days by AE: _____ DDCM: _____
SS Days _____ SP Days Value \$ 0.00
SS Completion Date 05/09/2016 or SS Calendar/Work Days 0
SS Date 05/09/2016 or SP Days 0

The 2016 Annual Operational Report for Local Roads and Streets is in its entirety on File in the Auditor's Office.

<p>Contract No.: R-30473</p> <p>INDIANA Department of Transportation Construction Change Order and Time Extension Summary</p> <p>Review and Approval Information</p> <p>Required Approval Authority (\$ per Change Order) (Days per Contract)</p> <p>Verbal Approval Required?</p> <p>Total Change To-Date > 5%?</p> <p>Scope/Design Recommendation Required?</p>	<p>Change Order No.: 004 Page: 2</p> <p>AE: _____ DCE: _____ SCE: _____ * DDCM: _____ * (- \$ 250K) (- LE \$ 750K -) (- LE \$ 2 M -) (- 50 SS days) (- 100 SS Days) (- GT 200 SS days)</p> <p>Y / N If Y, by _____ Date Issued: _____</p> <p>Y / N If Y, Copy to Program Budget Manager _____</p> <p>Y / N If Y, Referred to Project Manager(PM) _____</p> <p>Date to PM _____ Date Returned _____</p> <p>Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____ If N, Resolution: Approved _____ Disapproved _____ Resolved by _____ Date _____</p> <p>Y / N If Y, Date to LPA _____ Date Returned _____</p> <p>Y / N If Y, Date to FHWA _____ Date Returned _____</p> <p>FHWA Signatures Required? * Field Engineer Recommendation (Required for SCE or DDCM Approval) Field Engineer _____ Comments: _____</p>
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INDIANA						
Department of Transportation						
Contract No:	R-30473	Date:05/05/2017				
Contract:	0500636 - State:0500636					
Change Order Nbr:	004					
Change Order Description:	Thermoplastic Pavement Markings					
Reason Code:	SCOPE CHANGE; Material Related					
PLN	Item Code	Unit	Unit Price	CO Inv.	Comment	Amount
CLIN	PCN	ITEM	00.000	-26.000		-1.500.00
0167	0500636	EACH				-1.500.00
Item Description: PAEMENT MESSAGE MARKING, PAINT, BIKE SYMBOL						
Supplemental Description1:						
Supplemental Description2:						
0000035	000.000	LFT	.000	-80.000	C	Amount:8
Item Description1: LINE, PAINT, BROKEN, WHITE, 4 IN.						
Supplemental Description1:						
0170	0500636	EACH	10530.000	0	C	Amount:8
Item Description: LINE, PAINT, SOLID, WHITE, 4 IN.						
Supplemental Description1:						
0000035	0171	LFT	0.300	-10103.000	C	Amount:8
Item Description: LINE, PAINT, SOLID, YELLOW, 4 IN.						
Supplemental Description1:						
0173	0500636	EACH	60.000	-60.000	C	Amount:8
Item Description: PAEMENT MESSAGE MARKING, PAINT, LANE INDICATION ARROW						
Supplemental Description1:						
0000036	0174	EACH	80.000	-12.000	C	Amount:8
Item Description: PAEMENT MESSAGE MARKING, PAINT, ONLY						
Supplemental Description1:						
0175	0500636	LFT	2.300	-408.000	C	Amount:8
Item Description: TRANSVERSE MARKING, PAINT, STOP LINE, WHITE, 24 IN.						
Supplemental Description1:						
0176	0500636	LFT	20.000	-12.000	C	Amount:8
Item Description: TRANSVERSE MARKING, PAINT, YIELD LINE, WHITE, 24 IN.						
Supplemental Description1:						
0177	0500636	LFT	1.000	-108.000	C	Amount:8
Item Description: LINE, PAINT, DOTTED, WHITE, 4 IN.						
Supplemental Description1:						
0178	0500630	LFT	1.100	-1044.000	C	Amount:8
Item Description: TRANSVERSE MARKING, PAINT, CROSSWALK LINE, WHITE, 13 IN.						
Supplemental Description1:						

Contract No/R - 30473		INDIANA	
Change Order No:004		Department of Transportation	
Supplemental Description:			
0187	000036	0187	008-002077 EACH
Item Description: PAVEMENT MESSAGE MARKING THERMO BIKE SYMBOL		26.000	C
Supplemental Description:		Amount:1.00	
0188	000036	0188	808-03775 EACH
Item Description: PAVEMENT MSG MKG THERMOPLASTIC BIKE		25.000	C
Supplemental Description:		Amount:1.00	
0189	000036	0189	808-00701 LFT
Item Description: LINE THERMOPLASTIC BROKEN WHITE 4 IN		0.000	C
Supplemental Description:		Amount:1.00	
0190	000036	0190	808-00703 LFT
Item Description: LINE THERMOPLASTIC SOLID WHITE 4 IN		0.740	C
Supplemental Description:		Amount:1.00	
0191	000036	0191	808-11482 LFT
Item Description: LINE THERMOPLASTIC DOTTED WHITE 4 IN		1.030	C
Supplemental Description:		Amount:1.00	
0192	000036	0192	808-11008 LFT
Item Description: TRANSVERSE MKG THERMO YIELD WHITE 27 IN		10.200	C
Supplemental Description:		Amount:1.00	
0193	000036	0193	808-76245 LFT
Item Description: LINE THERMOPLASTIC SOLID YELLOW 4 IN		0.740	C
Supplemental Description:		Amount:1.00	
0194	000036	0194	808-76207 LFT
Item Description: TRANSVERSE MKG THERMO STOP WHITE 24 IN		5.050	C
Supplemental Description:		Amount:1.00	
0195	000036	0195	808-75300 LFT
Item Description: TRANSVERSE MKG THERMO XWALK WHITE 8 IN		1.420	C
Supplemental Description:		Amount:1.00	
0196	000036	0196	808-75320 EACH
Item Description: MSG MKG THERMO LANE IND ARROW		77.250	C
Supplemental Description:		Amount:1.00	
0197	000036	0197	808-76325 EACH
Item Description: PAVEMENT MSG MARKING THERMO ONLY		12.000	C
Supplemental Description:		Amount:1.00	

Contract No:R -30473
Change Order No:004

INDIANA
Department of Transportation

Date:05/05/2017
Page: 5

Whereas, the Standard Specifications for this contract provide for such work to be performed, the following changes is recommended.

Change Order #4 is to switch the pavement marking material on this contract from paint to thermoplastic at the request of Warrick County, All Department Manager and requested by Warrick County Engineering and Planning to NYDOE.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete communication for the work described above.

Notifications and consent to this change order is hereby acknowledged.

Contractor: J&J CONSTRUCTION INC

Date: 5/5/17

NOTE: Other required state and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -30473
Change Order No:004

INDIANA
Department of Transportation

Date:05/05/2017
Page: 6

Total Value for Change Order 004 = \$ 19,722.11

General or Standard Change Order Explanation

Change Order #4 is to switch the pavement marking material on this contract from paint to thermoplastic at the request of Warrick County, All Department Manager and requested by Warrick County Engineering and Planning to NYDOE.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete communication for the work described above.

Notifications and consent to this change order is hereby acknowledged.

Contractor: J&J CONSTRUCTION INC

Date: 5/5/17

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Name of Approver Date Status

Approval Level

Date

Status

JHI CONSTRUCTION, INC.
3035 HIDDEN ROAD
NEWCASTLE, INDIANA 47325
(612) 867-5993

CHARGE ORDER SUBMITTED TO: Attn: Tyler Erkling Erkling.sptice@structure-report.com					
Change Order Pricing					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	NET PRICE	TOTAL
100	PAVERMENT MARKING PAINT, WHITE, 4 IN	EACH	\$25.00	\$25.00	\$25.00
101	SUPER PAINT, SOLID, WHITE, 4 IN	LFT	\$10.00	\$10.00	\$10.00
102	SUPER PAINT, SOLID, YELLOW, 4 IN	LFT	\$15.00	\$15.00	\$15.00
103	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
104	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
105	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
106	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
107	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
108	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
109	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
110	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
111	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
112	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
113	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
114	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
115	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
116	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
117	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
118	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
119	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
120	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
121	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
122	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
123	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
124	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
125	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
126	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
127	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
128	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
129	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
130	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
131	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
132	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
133	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
134	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
135	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
136	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
137	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
138	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
139	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
140	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
141	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
142	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
143	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
144	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
145	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
146	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
147	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
148	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
149	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
150	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
151	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
152	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
153	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
154	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
155	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
156	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
157	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
158	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
159	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
160	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
161	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
162	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
163	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
164	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
165	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
166	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
167	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
168	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
169	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
170	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
171	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
172	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
173	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
174	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
175	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
176	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
177	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
178	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
179	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
180	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
181	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
182	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
183	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
184	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
185	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00	\$50.00	\$50.00
186	PAVEMENT MARKING PAINT, INDICATOR ARROW	EACH	\$50.00		

Contract No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Review and Approval Information

Required Approval Authority
(\$ per Change Order)
(Days per Contract)

Verbal Approval Required?

Total Change To-Date>5%?

Scope/Design Recommendation Required?

Date to PM _____

Approval Authority Concurs with PM?

If N If Y, Concurrence by _____ Date

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

Y / N If Y, Date to LPA _____ Date Returned _____

Y / N If Y, Copy to Program Budget Manager _____

Y / N If Y, Referred to Project Manager(PM) _____

Date Returned _____

LPA Signatures Required?

FHWA Signatures Required?

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer: _____

Comments: _____

Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

Page: 2

AE: _____ DCE: _____ SCE: _____ * DDCM: _____

(- LE \$ 250K-) (- LE \$ 750K-) (- LE \$ 2 M-) (- GT \$ 2 M-)

(50 SS days) (100 SS days) (200 SS days) (GT 200 SS days)

Y / N If Y, by _____ Date Issued _____

Y / N If Y, Copy to Program Budget Manager _____

Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____

Y / N If Y, Concurrence by _____ Date

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

Y / N If Y, Date to LPA _____ Date Returned _____

Y / N If Y, Copy to FHWA _____ Date Returned _____

Y / N If Y, Referred to Project Manager(PM) Approval _____

Date _____

Contract No:R-30473

Change Order No:005

Supplemental Description:

Contract:	R-30473								
Change Order Nbr:	005								
Change Order Description:	Revisions to Indiana American Water Relocations								
Reason Code:	SC005 Added Quantities/Items								
GLN	PLN	Item Code	Unit	Unit Price	CO	Qty	Comment	Amount	Change
0116	000036	0016	202-070000	EACH	100.000	1.000	C	0.00	400.00
Item Description: FIRE HYDRANT ASSEMBLY, REMOVE									
Supplemental Description1:									
Supplemental Description2:									
0072	000036	0072	715-023800	EACH	100.000	1.000	C	0.00	100.00
Item Description: WATER MAIN, CUT AND CAP									
Supplemental Description1:									
Supplemental Description2:									
0073	000036	0073	715-024133	EACH	1,100.000	4.000	C	0.00	4,400.00
Item Description: VALVE, WITH BOX, RESTRAINED GATE, DUCTILE IRON, 12 IN.									
Supplemental Description1:									
Supplemental Description2:									
0085	000036	0085	715-02607	LFT	83.500	105.000	C	0.00	15.447.50
Item Description: WATER MAIN, 12 IN.									
Supplemental Description1:									
Supplemental Description2:									
0202	000036	0202	715-064006	LFT	3.700	224.000	C	0.00	828.00
Item Description: PIPE, SANITARY SIEVER, 8 IN.									
Supplemental Description1:									
Supplemental Description2:									
0203	000036	0203	715-02807	LFT	130.000	-140.000	C	0.00	-23,400.00
Item Description: WATER LINE, 12 IN. DUCTILE IRON									
Supplemental Description1:									
Supplemental Description2:									
0205	000036	0205	715-04900	EACH	4,900.100	1.000	C	0.00	4,900.10
Item Description: LINE STOP, 1.5 INCH WATER MAIN									
Supplemental Description1:									
Supplemental Description2:									
0206	000036	0206	715-06105	LFT	20.640	200.000	C	0.00	4,128.00
Item Description: WATER MAIN, 12 IN. TR-FLEX DUCTILE IRON									
Supplemental Description1:									
Supplemental Description2:									

Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

Page: 3

Date:05/15/2017

Page: 4

Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

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Change Order No:R-30473

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Change Order No.: 005

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Date:05/15/2017

Contract No:R-30473
Change Order No:005

INDIANA
Department of Transportation

APPROVED FOR LOCAL PUBLIC AGENCY

James J. Lavelle
Title: General Manager
(Signature)

Commissioner C.R.
(Title)

SUBMITTED FOR CONSIDERATION

Date: 05/15/2017
Page: 5

Approval Loyer Name of Approver Date Signature

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

JBI CONSTRUCTION, INC.
10935 HEDDEN ROAD
EVANSTVILLE, INDIANA 47725
(812) 867-5993

CHANGE ORDER SUBMITTED TO:
American Structurepoint
Attn: Tyler Price
Email: tprice@structurepoint.com

JOB DESCRIPTION:
INDOT Project: R-30473
Lincoln Ave from Bell Rd to Lewis Rd
Newburgh, IN

PEPSI

SUBMITTED FOR CONSIDERATION

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

PEPSI

SUBMITTED FOR CONSIDERATION

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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SUBMITTED FOR CONSIDERATION

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HEAD'S ELECTRIC

2444 Bell Road
Newburgh, IN 47630
Office: 812.858.1116

2416 E. Morgan Avenue
Evansville, IN 47711
Office: 812.401.9968
Fax: 812.303.0586

Bringing Power to the People

www.headselectric.com

Name: Warrick County Sheriff 200	Date: 1-12-17
Address: 107 Court Street	PO # Proposal # J21-7CH-1
City: Bonneville	Hours Worked (Labor Only): 200
Phone: (Home) 682-8482 (Cell) 415-7-6731	Technicians: Head's Electric Inc
Description: Head's to provide / install receptacles from ceiling to desk work areas using (CETT) electrical metallic tubing for power and data drops. See power for date paid by others.	
Heads to utilize as much existing power as possible	
3 Heads to disconnect existing floor receptacle and remove	
Labor Material	
Head's Electric Rep: Head's	Total: \$400.00
Contact #: 431-8477	

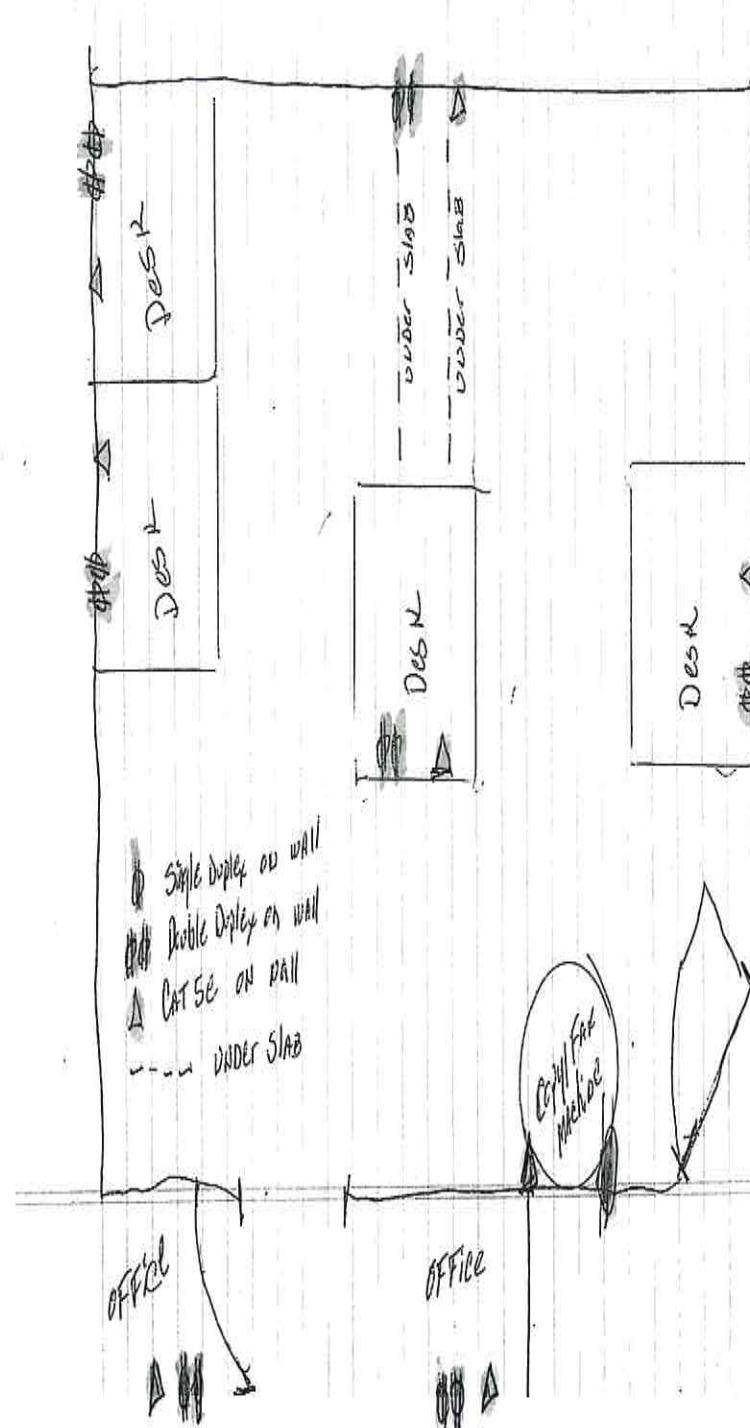
Any alteration or deviation from above specification involving extra cost, will be assessed only upon written orders and will become an extra charge, over and above the estimate. All work must be performed by Head's Electric within 30 days of the invoice due date, a month advance if applicant has not paid all sums due. Head's Electric within 30 days of the invoice due date, a month advance charge may be charged in the amount of 1.25% per calendar month, starting on 5/1/2017.

Authorized By:

QuickBooks Invoice #: **1**

Method of Payment:

Cash Check #:



HE-12

INTER-LOCAL GOVERNMENT AGREEMENT
BETWEEN VANDERBURGH COUNTY AND WARRICK COUNTY
REGARDING THE TRANSFER OF INMATES PURSUANT TO I.C. 35-33-1 et seq.

WHEREAS, I.C. 35-33-1 et seq. provides that political subdivisions and governmental entities may enter into inter-local agreements to exercise certain powers authorized by State statute;

WHEREAS, the Vanderburgh County Jail is, from time to time, overcrowded and unable to appropriately house those persons charged or convicted of crimes in Vanderburgh County;

WHEREAS, the Warrick County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charged or convicted of crimes in Warrick County;

WHEREAS, I.C. 35-33-1-1 et seq. provides that, upon partition from a county sheriff for various reasons, a court can order the transfer of inmates from one county to another county with the consent of the sheriff of the receiving county, with the transferring county being responsible for the cost to the receiving county to house and care for such transferees;

WHEREAS, on occasion, the Warrick County Jail has space available to house Indiana Department of Corrections ("DOC") ineligible sentenced inmates; and

WHEREAS, upon request by the Vanderburgh County Sheriff, Warrick County is willing to notify the Vanderburgh County Sheriff of the number of DOC ineligible inmates that Warrick County is willing to house in the Warrick County Jail and, if any such inmates are to be transferred, Warrick County Sheriff is responsible for transporting such inmates to the Warrick County Jail until further order of the Warrick County Sheriff; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- That the Warrick County Sheriff and the Warrick County Commissioners agree that, if sufficient space is available in the Warrick County Jail, Warrick County will accept pursuant to an order from the Vanderburgh County Sheriff or Superior Court directing such transfer pursuant to I.C. 35-33-1-1 et seq., custody of such transferred inmate shall remain with Warrick County Sheriff until further order of the transferring court.
- In the event that a Vanderburgh County DOC ineligible inmate is transferred to the Warrick County Jail by order of the Circuit or Superior Court of Vanderburgh County pursuant to I.C. 35-33-1-1 et seq., Vanderburgh County shall be obligated to pay a per diem fee of Thirty-five Dollars (\$35.00) per day, the same per diem rate paid by the DOC for the housing of Indiana state prisoners at the Warrick County Jail.
- In the event a transferred Vanderburgh County DOC ineligible inmate is in need of medical assistance, pursuant to I.C. 35-33-1-1 et seq., such medical assistance shall be provided by Warrick County at the cost to Vanderburgh County. This cost is in addition to the per diem rate set forth in paragraph 2.
- Warrick County shall bill the Vanderburgh County Sheriff the per diem rate of Thirty-five (\$35.00) Dollars together with any medical costs it has paid for a transferred inmate.

on a monthly basis with adequate documentation regarding the cost and necessity of any medical costs paid for any DOC ineligible inmates.

5. The parties agree that, in the event that a DOC ineligible transferred inmate is required to appear in Vanderburgh County Court on any criminal matter pending at the time of transfer or custody to Warrick County, the Vanderburgh County Sheriff shall provide transportation from the Warrick County Jail to the Vanderburgh County Jail or Superior Court and shall return the DOC ineligible to the Warrick County Jail thereafter.

In the event such a transfer occurs, the DOC will inform the Warrick County Sheriff that the Warrick County shall not be billed a per diem for the time the inmate is absent from the Warrick County Jail.

6. Nothing in this Agreement shall obligate Vanderburgh County to transfer a DOC inmate to Warrick County, nor, if the Warrick County Jail has no available space, obligate Warrick County to accept such transfer.

7. This Agreement shall remain in force and effect until cancelled by one for the parties.

Such cancellation shall require thirty (30) days written notice to the other party.

DATED THIS 23rd day of May, 2017.

WARRICK COUNTY, INDIANA


Brett Kruse
Sheriff, Warrick County


David L. Wedding
Sheriff, Vanderburgh County


Bruce Ingathesius
County Commissioner, Vanderburgh County


Cherry Musgrave
County Commissioner, Vanderburgh County


Ben Shoulders
County Commissioner, Vanderburgh County

-2-

Patty Perry
Warrick County Clerk
One County Square
Suite 200
Boonville, IN 47601

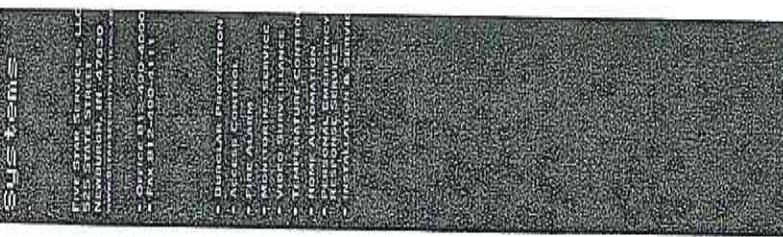
MAY 22, 2017

Five Star Security Systems will provide the following materials and labor to install camera equipment in your office space. Cameras are 4 mega pixel color day/night with infrared and can provide visibility in total darkness. Cameras will be connected to a Network Video Recorder (NVR). This NVR can be set up for motion activated recording of cameras. NVR can be connected to customers' computer network for remote viewing capability as well as viewing locally by the Clerk or Court Security Desk. This network connectivity will be customers' responsibility. All camera and equipment placement in the office will be done at the direction of the County Clerk. All material and labor are covered by a one-year warranty.

1 - FLIR 8-CHANNEL NETWORK VIDEO RECORDER WITH 3 TB HARD DRIVE
8 - FLIR 4 MEGA PIXEL DOME CAMERAS WITH 2.8 MM LENSE
UPS POWER SURGE PROTECTOR
NECESSARY WIRE & CONNECTORS

MATERIAL	\$1,631.00
LABOR	\$855.00
TOTAL	\$2,486.00

FLIR has a promotion till the end of May. This material price is good if equipment is ordered by May 31, 2017. After May 31, add \$831.00 to the above equipment cost.

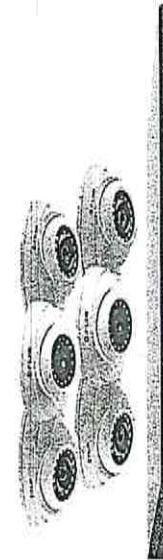


FIVE STAR SECURITY SYSTEMS



FIVE STAR SECURITY SYSTEMS
925 STATE STREET
NEWBURGH, IN 47650
1-800-340-4000
FAX 1-800-340-4111

UNADDED1 Series | FLIR Systems



FLIR DN4083E64 Series

FULL HD POE+ NVR SYSTEM

The FLIR Full HD PoE+ NVR System combines high-speed HD recording with an easy-to-use NVR. The NVR supports dual recording on every channel. Installation is made easy with the NVR's built-in integrated PoE+ ports and auto-detection of IP cameras with no programming.

High Performance Video Processing

Smooth video recording up to 4MP resolution

200 Mbps network bit rate

Supports high definition recording with cameras up to 4MP

Intelligent compression coupled with Region of Interest (ROI) optimizes video performance based on available bandwidth

Easy Installation

Outstanding 4MP recording provides evidentiary level of detail

- Integrated PoE ports with PoE support
- 120W total PoE up to 25W per channel
- Auto-discovery of FLIR IP cameras with no programming

4MP Dome Cameras Included

Quick & Secure Remote Viewing

Remote access via iOS, Android, PC & Mac with FLIR CLOUD™

- Set up remote viewing in 3 easy steps: FLIR Cloud app, scan QR code on NVR, and start viewing live video
- Multiclient viewing with FLIR Cloud™ for PC & Mac
- Region of interest feature allows users to configure and monitor specific areas of a stream and control our cameras using the app

Specifications

- 60 - Warrick County Board of Commissioners Meeting Minutes

May 22, 2017

DISCUSSION

NVR Specifications

System

Operating System

Windows

Number of Channels

16

Inputs/Outputs

Video In:

Video OUT

VGA OUT

HDMI

Audio IN

Audio OUT

USB Port

Alarm IN

Alarm OUT

Video Output Resolution

NTSC, PAL

Video Output Resolution

1024x768

<http://www.flir.com/security/display/74330>

DISCUSSION

NVR Specifications

System

Operating System

Windows

Number of Channels

16

Inputs/Outputs

Video In:

Video OUT

VGA OUT

HDMI

Audio IN

Audio OUT

USB Port

Alarm IN

Alarm OUT

Video Output Resolution

NTSC, PAL

Video Output Resolution

1024x768

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Backlight Compensation **DLC / HLC**
White Balance **Auto / Manual**
Gain Control **3D-DNR**
Noise Reduction **Yes, User Adjustable**
Smart IR **No**
Image Stabilization **10x**
Digital Zoom **Yes**
Tanner Protection **No**
Adaptive Lens Correction (ALC) **Horizontal Mirror / Vertical Flip**
Video Mirroring / Rotation **Time / Date / Camera / Custom**
Video Overlay **Up to 4 Areas**
Window Blanking (Privacy)
Manual Languages **English**

Network [HTTP/IPv6, HTTPS, SSL, TCP/IP, ARP, UDP, ICMP, ICMPv6, SNMP, RTSP, RTP, RTCP, SMTP, NTP, DHCP, DNS, PPoE, DDNS, FTP, QoS](http://www.flir.com/Products/HTTP,_HTTPS,_SSL,_TCP/IP,_ARP,_UDP,_ICMP,_ICMPv6,_SNMP,_RTSP,_RTP,_RTCP,_SMTP,_NTP,_DHCP,_DNS,_PPPoE,_DDNS,_FTP,_QoS)

ONVIF Conformance [Profile 5](#)

RTPS Video [Standard RFC2326, Support QuickTime / VLC Player](#)

Unicast Users [Up to 20](#)

Multicast Users [Up to 20](#)

Mechanical

Construction

Product Dimensions (W x H x D)

Electrical

Network Port

Power Input

Power over Ethernet (PoE) Type

Power Consumption

Current Consumption

Edge Storage

Built-in Heater

Alarm I/O

Environmental

Storage Temperature

Storage Humidity

Operating Temperature

<http://www.flir.com/documents/display/?id=74330>

DN4083E64 Product Literature

FAQ

DN4083E64 Series FAQ / uploaded files/Security/Products/Security/NVR/DNA4083E64-Series-Faq-EN.pdf

DN4083E64 Firmware Release Notes /uploaded files/Security/Products/Security/NVR/DNA4083E64-Series-Firmware-Release-Notes.pdf

FLIR IP Camera Networking Basics /uploaded files/Security/Products/Security/NVR/DNA4083E64-Series-Flir-IP-Camera-Networking-Basics-EN.pdf

FLIR Cloud NVR Feature Integration /uploaded files/Security/Products/Security/NVR/DNA4083E64-Series-Cloud-Nvr-Feature-Integration-EN.pdf

Manuals

DN4083-Series Manual - English /uploaded files/Security/Products/Security/NVR/DNA4083E64-Series-Flir-DNA4083-Series-Manual-EN.pdf

DN4083-Series Manual - French /uploaded files/Security/Products/Security/NVR/DNA4083-Series-Flir-DNA4083-Series-Manual-FR.pdf

DN4083-Series Manual - Spanish /uploaded files/Security/Products/Security/NVR/DNA4083-Series-Flir-DNA4083-Series-Manual-ES.pdf

DataSheets

DN4083E64 DataSheet - English /uploaded files/Security/Products/Bundles/ON4083E64/Flir-DNA4083E64-Datasheet-EN.pdf

Guides

DN4083-Series QuickConnection Guide - English /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickConnectionGuide-EN.pdf

DN4083-Series QuickConnection Guide - French /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickConnectionGuide-FR.pdf

SP-1910 Series QuickConnection Guide - Spanish /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickConnectionGuide-ES.pdf

DN4083-Series QuickNetworking Guide - English /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickNetworkingGuide-EN.pdf

DN4083-Series QuickNetworking Guide - French /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickNetworkingGuide-FR.pdf

DN4083-Series QuickNetworking Guide - Spanish /uploaded files/Security/Products/Security/NVR/DNA4083-Series-QuickNetworkingGuide-ES.pdf

Certifications

Certifications

DN4083E64 Product Literature

Software

FLIR Cloud-Client-PC-2.1.23.1118 (Security/Software/FLIRCloudClient-PC-2.1.23.1118)

FLIR Cloud-Player-PC-3.3.3.2.2 (Security/Software/FLIRCloudPlayer-PC-3.3.3.2.2)

FLIR Cloud-Player-Mac-2.2.2.2 (Security/Software/FLIRCloudPlayer-Mac-2.2.2.2)

DN4083-500-Firmware-20150311.1.21p (Security/Software/FLIR-DNA4083-500-Firmware-20150311.1.21p)

FLIR-NVR-Recording-Calculator-PC-05223-1.4.1p (Security/Software/FLIR-NVR-Recording-Calculator-PC-05223-1.4.1p)

<http://www.flir.com/bulletin/display/?id=74330>

ELECTRICAL / MECHANICAL / INSTRUMENTS

FLIR CLOUD INSTRUMENTS E633

FLIR CLOUD INSTRUMENTS E633

FLIR E63, E63-E, E63-EZ INSTRUMENTS/CONTENTS/EN/

FLIR E63, E63-E, E63-EZ INSTRUMENTS/CONTENTS/EN/

FLIR E63-E

2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAMS SALARY GRANTS SUBRECIPIENT AGREEMENT

CFDA # 97.042

Contract #0000000000000000020123

This 2016 Emergency Management Performance Grant Program-Salary Grants Subrecipient Agreement (the "Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and Warrick County (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual understandings and covenants, the parties agree as follows:

1. Purpose of this Agreement.

The purpose of this Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2016 Emergency Management Performance Grants Program, Federal Award Identification Number EMC-2016-EP-00006 (awarded to the State on May 31, 2016). The subaward funds are being provided to the Subrecipient to reimburse the Subrecipient for a portion of the salaries they paid to the Subrecipient's emergency management staff for the period of January 1, 2016 through December 31, 2016. The amount that Subrecipient is being reimbursed for these salaries through this Agreement is described in more detail in Exhibit A, which is attached to and fully incorporated into this Agreement. Exhibit A also details the portion of the Subrecipient's emergency management staff salaries and fringe benefits that the State will use towards satisfying the cost match requirements for the 2016 Emergency Management Performance Grant program.

The administrative and audit requirements and cost principles under 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted at 2 CFR § 3002 are applicable to this Agreement.

The Subrecipient shall comply with the federal grant provisions contained in Exhibit B which is attached to and fully incorporated into this Agreement and when the duly authorized representative for the Subrecipient signs this Agreement, the signatory is making the certifications required by Exhibit B.

2. Amount of Subaward.

This subaward is for an amount not to exceed \$41,231.00. The funds received by the Subrecipient pursuant to this Agreement shall be used only to implement the Project in conformance with this Agreement and for no other purpose.

3. Term.

This Agreement shall begin on the date that it has been approved by the Office of the Attorney General ("Effective Date") and shall remain in effect through September 30, 2017 ("Expiration Date"). This Agreement may only be extended upon the written agreement of the parties and as permitted by the state and federal laws governing this subaward.

4. Payment of Funds.

The payment of this subaward by the State to the Subrecipient shall be made in accordance with and subject to the following conditions:

A. This Agreement must have been executed and approved by all required signatories and approvers.

B. All payments shall be made in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in

Page 2 of 21

writing. No payments will be made in advance of the Subrecipient's receipt of the goods or services.

C. Prior to making a payment under this Agreement, the Subrecipient must have submitted to the State a receipt or other documentation demonstrating that the goods or services have been received by the Subrecipient, all equipment has been installed, if applicable, and the Subrecipient has paid for an approved expenditure that is part of this Project. This request for reimbursement shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate that the expenditures were allowable expenditures. If this Agreement requires the Subrecipient to provide a match, each reimbursement request shall include the documentation for the match amount corresponding to the reimbursement amount requested.

D. As required by IC § 4-13-2-14.8, all payments shall be made by electronic funds transfer to the financial institution designated by the Subrecipient in writing.

5. Subrecipient's Duties and Responsibilities.

A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project. The Subrecipient shall implement and complete the Project in accordance with Exhibit A and its Application, which is on file with the State and is incorporated by reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibit B; (3) Exhibit A; and (4) Application submitted to the State.

B. The Subrecipient shall comply with all emergency management requirements in the Indiana Emergency Management and Disaster Law, IC § 10-14-3.

C. The Subrecipient shall ensure that funds awarded under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

D. The Subrecipient expressly represents and warrants to the State that the information set forth in its grant application is true, complete and accurate.

E. The Subrecipient shall comply with the U.S. Department of Homeland Security Notice of Funding Opportunity ("NOFO") for the FY 2016 Emergency Management Performance Grant Program which is available from the State upon request or at: https://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70cc115ee7b967/FY_2016_EMPG_NOFO_FINAL.pdf. This NOFO is hereby incorporated into this Agreement by reference. By signing this Agreement, the Subrecipient agrees to comply that all allocations and use of funds will be in accordance with the requirements contained in the NOFO.

F. The Subrecipient shall file the annual financial report required by IC § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental

Sources. The Subrecipient should use the information in Exhibit C as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as a feed for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested. i. This annual report is not to be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report.

Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

6. Requirements Applicable to Property/Equipment Purchased Using Subaward Funds.

For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this

Page 3 of 21

Agreement, the Subrecipient must comply with the following requirements:

- A. Maintain records that include the following:
 - i. A description of the property;
 - ii. Manufacturer's model number;
 - iii. Manufacturer's serial number or other identification number;
 - iv. Vendor or other source of the property;
 - v. Identification of the title holder of the property;
 - vi. Acquisition date;
 - vii. State Award/Agreement number;
 - viii. Federal award identification number or FAIN;
 - ix. Percentage of Federal participation in the cost of the property;
 - x. Cost of the property;
 - xi. Physical location of the property;
 - xii. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 - xiii. Use of the property;
 - xiv. Condition of the property; and
 - xv. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. As stated under 2 CFR § 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
 - i. The Subrecipient shall use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
 - ii. The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
 - iii. The Subrecipient must use and dispose of the property in accordance with 2 CFR § 200.313(c)-(e).
- C. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall enter and maintain this inventory information using the Equipment Inventory module of the Indiana Grants Management System (iGMS). The required annual updates shall be entered into iGMS by the deadline established by the State.
- D. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- E. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- F. For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313. When any

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such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.

- G. The Subrecipient agrees to the following:
 - i. The property and any required support personnel shall be made available to the State of Indiana if requested as part of a state incident response.
 - ii. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 - iii. Personal use of the equipment is not permitted.

H. These requirements are on-going and survive the expiration or termination of the Agreement and will remain in effect until the property is disposed of in accordance with the Agreement and applicable federal regulations.

7. Notice to Parties.

Whenever any notice, statement or other communication is sent to the State or Subrecipient it must be sent to the following addresses, unless otherwise specifically advised in writing.
A. State: Requests for payment and notices, reports, invoices and receipts required by Paragraphs 4, 5.B., 5.C., 5.E. and 6 of this Agreement shall be submitted to the State using the on-line Indiana Grants Management System (iGMS). All other notices, statements or other communications to the State shall be sent in writing to: Grants Management Director

Indianapolis, Indiana 46204

B. Subrecipient: Notices to the Subrecipient shall be sent to the individual and address designated under Subrecipient Contact information in Exhibit A of this Agreement.

8. Project Monitoring By the State.

The State may conduct a monitoring review and evaluation of this Project as deemed appropriate by the State. The Subrecipient will effectively ensure the cooperation of the Subrecipient's employees and agents in such monitoring and evaluation efforts. The Subrecipient will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation. This provision survives the expiration or termination of the Agreement.

9. Recordkeeping and Access to Records; Close-Out Audit.

A. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Federal award must be retained until March 29, 2021.

B. The State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, Federal Inspectors General, or the United States Comptroller General, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but last as long as the records are retained. Copies thereof shall be furnished at no cost to the State if requested.

C. Notwithstanding this provision, if the federal regulations governing record retention and access for this grant (2 CFR §§ 200.333 through 200.337) require additional records to be maintained, require the records to be maintained for a longer period of time, or impose other requirements; the Subrecipient shall adhere to these federal requirements.

D. If required by applicable provisions of 2 CFR § 200, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 CFR § 200.500 *et seq.*

i. The Subrecipient shall notify the State if the Subrecipient expends more than \$750,000 or more in Federal awards during the Subrecipient's fiscal year. Notice to the State shall be given by using the address listed in paragraph 7(A) of this agreement. Notice of such expenditure shall be given to the State no later than the closeout period during the fiscal year the Subrecipient expended the funds. Should the Subrecipient expend more than \$750,000 in Federal awards during the fiscal year, then the Subrecipient must have a single audit conducted in accordance with 2 CFR § 200.514.

10. Compliance with Laws.

A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Agreement require formal modification.

B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, and the regulations promulgated thereunder. If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in this subaward, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement. If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-14, and under any other applicable laws.

C. The Subrecipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Subrecipient agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (DOA). A determination by DOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or suspend under this section shall not be subject to penalty or interest.

E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.

F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

- (1) The Subrecipient and any principals of the Subrecipient certify that:
(A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC § 24-4-7 [Telephone Solicitation of Consumers];
(ii) IC § 24-5-12 [Telephone Solicitations]; or
(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC § 24-4-7 is

preempted by federal law; and

(B) the Subrecipient will not violate the terms of IC § 24-4-7 for the duration of this Agreement, even if IC § 24-4-7 is preempted by federal law.

(2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient:

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC § 24-4-7 in the previous three hundred sixty-five (365) days, even if IC § 24-4-7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4-7 for the duration of this Agreement, even if IC § 24-4-7 is preempted by federal law.

11. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Subrecipient's employees within the State of Indiana and cannot be further modified, altered or changed.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction, and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

This provision is only applicable to a Subrecipient that is not a political subdivision, as defined under IC § 36-1-2-13, or a state educational institution, as defined under IC § 27-7-13-32. As required by IC § 22-5-1-7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. The Subrecipient has enrolled and is participating in the E-Verify program;
 - B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
 - C. The Subrecipient does not knowingly employ an unauthorized alien.
 - D. The Subrecipient shall require its contractors who perform work under this Agreement to certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the EVerify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.
- The State may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Laws.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and a lawsuit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards.

Any IT-related products or services that are purchased, used, or maintained through this grant must be compatible with the principles and goals that are contained in the electronic and information technology accessibility standards which have been adopted by the Architectural and Transportation Barriers Compliance Board (aka the United States Access Board) under Section 508 of the Rehabilitation Act of 1973, 29 USC 794d. These standards are listed in 36 CFR § 11.1194.

16. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination

this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

B. The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subrecipients, contractors and subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

17. Remedies for noncompliance.

If the Subrecipient fails to comply federal or State statutes, rules, regulations or this Agreement, the State may impose additional conditions as described in 2 CFR 200.207 or take any of the actions allowed by 2 CFR 200.338.

18. Waiver of Rights.

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless the waiver is in writing and signed by the party claimed to have waived such right.

19. Debarment and Suspension.

A. The Subrecipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

B. As required by 2 CFR 3000.332 for U.S. DHS/FEMA grants and 2 CFR 1200.332 for U.S. DOT grants, the Subrecipient shall:

- i. Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
- ii. Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

20. Remedies Not Impaired.

No delay or omission of the State in exercising any right or remedy available under this Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

21. Severability.

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

22. Survival.

Any expiration or termination of this Agreement shall not affect the ongoing provisions of this Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Agreement that will survive the expiration or termination in accordance with their terms.

23. Penalties/Interest/Attorney's Fees.

The State will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8-5, and IC § 34-13-1. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

24. Lobbying Certification.

A. As required by 31 USC § 1352, and implemented at 44 CFR § 18 (for U.S. DHS/FEMA grants) and at 49 CFR § 18 (For U.S. DOT grants), the Subrecipient certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. Authority to Bind Subrecipient.

A. Notwithstanding anything in this Agreement to the contrary, the signatory for the Subrecipient represents that execution of this Agreement has been duly authorized by all necessary action required under Indiana law.

B. The Subrecipient shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State.

26. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall entitle

the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Agreement.

27. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award, this Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original award.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original award.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psip/pag1prd/EMPLOYEE/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Subrecipient and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

Warrick County Indiana Department of Homeland Security

By: By:

Title: Title:

Date: Date:

Electronically Approved by:

Department of Administration

By: (for)

Jessica Robertson, Commissioner

Refer to Electronic Approval History found after the final

page of the Executed Contract for details.

Electronically Approved by:

State Budget Agency

By: (for)

Jason D. Dudich, Director

By:

Title: Title:

Date: Date:

Electronically Approved by:

Department of Administration

By: (for)

Jessica Robertson, Commissioner

Refer to Electronic Approval History found after the final

page of the Executed Contract for details.

Electronically Approved by:

State Budget Agency

By: (for)

Jason D. Dudich, Director

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into between Warrick County, Indiana, by its Board of Commissioners (hereinafter referred to as "County") and Robert B. Grimm and Herbert P. Grimm (hereinafter collectively referred to as "Grimms");

WITNESSETH:

WHEREAS, on May 20, 2014, the County filed its Complaint for Appropriation of Real Estate against the Grimms in the Warrick County Circuit Court under Cause Number 87C01-1405-PL-000690, request authority to appropriate land owned by the Grimms for the widening of Grimm Road; and

WHEREAS, on June 27, 2014, the Court ordered that the County was entitled to appropriate the land subject to the cause of action and appointed three (3) Appraisers to determine the fair market value of the land;

WHEREAS, on August 26, 2014, the court appointed appraisers filed their Appraisers Report, decreeing the fair market value of the land taken to be \$40,915.00;

WHEREAS, on October 14, 2014, the Grimms filed their Exceptions to Report of Appraisers and Demand for Jury Trial, stating that the Appraisers Report was too low and contrary to fact and law; and

NOW, THEREFORE, in consideration of the promises and agreements herein contained to be kept and performed by the parties hereto, the Grimms agree to execute a Quitclaim Deed, attached as Exhibit A, to the property previously appropriated by the County, to be filed in the Warrick County Recorder's office. The Grimms further promise, agree, and do hereby release and discharge the County, including all County agencies, and any of their present and former employees, elected officials, agents, and attorneys, including in their individual capacities, of and from any and all claims, demands, and causes of action of every kind and nature whatsoever, whether based in tort, contract or upon statute, which they may have by reason of the Grimm Road widening project or otherwise, including but not limited to any claims relating to the appropriation of land owned by the Grimms for the widening of Grimm Road.

IN CONSIDERATION of the promises and agreements herein contained to be kept and performed by the parties hereto, the County agrees to pay the total sum of \$75,000.00 as follows:

a) Forty Thousand Nine Hundred Fifteen and 00/100 (\$40,915.00) of which was previously deposited with the Warrick County Clerk shall be paid to "Robert B. Grimm and Herbert P. Grimm, and their attorney Steve Barber"; and

b) Thirty-Four Thousand Eighty-Five Dollars (\$34,085.00) to be paid by check(s) or draft(s), payable to "Robert B. Grimm and Herbert P. Grimm, and their attorney Steve Barber" within thirty (30) days.

IN FURTHER CONSIDERATION, the County agrees to dismiss with prejudice the above referenced action pending in the Warrick Circuit Court under Cause Number 1405-PL-000690.

Grimms acknowledge and agree that Grims and any heirs shall be solely responsible for the payment of any and all taxes (including but not limited to Federal and/or state income taxes, FICA, IUTA or otherwise) which may be due and owing as a result of the County's payment of the total sum set forth above. The Grims agree to defend, indemnify and hold County harmless from and against any and all claims, demands, damages, liability, penalties, costs, attorney fees and expenses arising out of, related to, connected with and/or resulting from this Agreement. Grims also acknowledge and agree that Grims have not relied upon any representations, warranties or statements made by any representative of the County, including County's attorneys, of and concerning the tax implications and/or ramifications arising out of, related to, connected with and/or resulting from this Agreement and actions taken hereunder.

County and Grims agree that the terms and conditions of this Agreement as well as the negotiations culminating in this Agreement are subject to the confidentiality language contained in the Mediated Settlement Agreement.

This Agreement contains the entire agreement of the parties and supersedes all previous negotiations, whether written or oral. This Agreement may be changed only by an instrument in writing signed by the party against whom the change, waiver, modification, extension or discharge is sought.

The parties do further agree that this Settlement Agreement and Release shall be binding upon the officers, directors, agents, attorneys, successors, heirs and assigns to each of the parties hereto.

The parties represent that they have read this Agreement and have been represented by counsel in this matter and fully understands each and every provision of this Agreement; and have voluntarily, on their own accord, executed this Agreement.

This Agreement may be signed in counter parts and the counter parts taken together shall constitute the entire agreement of the parties.

IN WITNESS WHEREOF, each of the parties hereto set their hands on this 22nd day of May, 2017.

WARRICK COUNTY COMMISSIONERS GRIMMS

By: Martin Weisheit, President
By: Dan Saylor, Vice-President
By: Todd L. Glass, Member
Todd L. Glass
Attorney for Warrick County
Commissioners

Robert P. Grimm
Robert P. Grimm
Attorney for Robert C. Grimm and
Herbert P. Grimm

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE REHABILITATION OF

Bridge No. 374
Located on Vann Road
over Cypress Creek
Ohio Township
Contract No. BR-1000
Warrick County, Indiana

BOARD OF COMMISSIONERS OF WARRICK COUNTY

Mark A. Richie, P.E.

Prepared by: Lochmueller Group, Inc.
6200 Vogel Road
Evansville, IN 47715

AUDITOR

Deborah Stevens

COUNTY ENGINEER

Robert B. Howard, Jr., P.E.



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NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Warrick County, Indiana, will receive sealed proposals, or bids, for the following project:

**Rehabilitation of Bridge No. 374
Vann Road over Cypress Creek
Warrick County, Indiana
Contract No. BR-1-060**

Sealed bids will be received at the following location, no later than the times shown:

Office of the Board of Commissioners of Warrick County
107 W. Locust Street, Suite 301, Boonville, Indiana
3:30 P.M. local time on June 12, 2017

All bids will be publicly opened and read aloud in the presence of those concerned in the Meeting Room of the Board of Commissioners of Warrick County, 107 W. Locust Street, Suite 303, Boonville, IN, at 4:00 P.M. local time on June 12, 2017. Any bids received after the hour stated above will be returned unopened.

The Contract documents, including Plans and Specifications, will be available beginning at 9:00 A.M. local time on May 25, 2017 and may be obtained in person or picked up by a delivery service at your expense at:

Lochmueler Group, Inc.
6200 Vogel Road
Evansville, Indiana 47715
(812) 479-6200

A \$50.00 non-refundable fee is required to obtain Plans and Specifications. Payment shall be made by money order or check and shall be made payable to Lochmueler Group.

Bids shall be delivered in a sealed envelope bearing the name and address of the bidder indicating identification of the project and the branch of the work on which is being bid. Bids shall be submitted on the Itemized Proposal Form and on Indiana Form 96, revised in 2013, included in the contract documents. The bid documents shall also include a non-collusion affidavit, a certificate of non-segregated facilities, and an equal employment opportunity form, all properly executed, signed, sealed and notarized (if indicated). The bid shall also include evidence of the bidder's drug testing policy as stated in the General Instructions to bidders.

Each bid shall be accompanied by a bid bond, certified check, cashier's check, bank treasurer's check or bank money order in the amount of five (5%) of the total bid submitted.

No bid shall be withdrawn after the opening of the bids without expressed written consent of the Warrick County Commission for a period of thirty (30) days after the scheduled time of the bid opening.

The Contractor receiving the award will be required to furnish a performance bond with good and sufficient surety in an amount equal to one hundred percent (100%) of the total amount of the bid, which is to remain in effect for twelve (12) months from the date of acceptance of completed work. The Contractor will also be required to furnish a payment bond on this project.

The Contractor shall list any subcontractors and the percentage of the contract to be performed by each subcontractor in the bid submittal.

Construction and installation shall be in full accordance with the contract drawings, specifications, special provisions and applicable sections of the current edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the Standard Specifications.

The Board of Commissioners of Warrick County reserves the right to reject any or all of the bids and/or waive any formalities or irregularities in the bidding.

Dated this 22nd day of MAY, 2017.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA


Martin Werschoff, President


Dan Saylor, Vice President


Deborah Stevens, County Auditor


Robert Johnson, Member

ATTEST:


Robert B. Howard, P.E., County Engineer

RECOMMENDED:

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: COURTHOUSE – VETERANS OFFICE						
THIS NOTIFICATION IS FOR:	ADDITION	UPDATE	TRANSFER	DISPOSAL		
ACQUISITION IS BY:	PURCHASE	DONATION	LEASE	TRANSFER		
(ATTACH COPY)						
DATE OF TRANSACTION:	04/26/17					
ACCOUNT NO:	P.O. NO: 21400					
ESTIMATED LIFE EXPECTANCY:	20 YEARS					MILEAGE OR HOURS:
CIP NUMBER:						LOCATION: VETERANS AFFAIRS OFFICE
SERIAL OR VIN NUMBER:	HEAT PUMP: 1403373268:					AIR HANDLER: 1701050758
TOTAL/PARTIAL VALUE OF ASSET:	\$3,983.00					(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION:	Heat Pump and Air Handler					
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)						
BRAND OR MAKE:	Goodman					MODEL NO: Heat Pump: VSZ130421 Air Handler: ARUF43C14
YEAR:	2016					LICENSE NO: _____
GROSS VEHICLE WEIGHT:	TRUCKS ONLY					ATTACH COPY OF REGISTRATION
IF DISPOSED - METHOD:	SOLD \$	TRADED	JUNKED	SCRAPPED	TYPE OF FUEL:	
STOLEN/WRECKED (ATTACH POLICE REPORT)	END-OF-LEASE	TRANSFERRED TO:				
DATE BOARD APPROVED:	3-27-17 / 5-22-17					DATE COUNCIL APPROVED: (REAL PROPERTY VALUE > \$9,999)
DATE BOARD APPROVED: (REAL PROPERTY ONLY)						SIGNATURE: _____
PERSON RESPONSIBLE:	<u>Joe Grassman</u> / <u>Marlin Weisheit</u>					PRINTED NAME
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:	<u>Joe Grassman</u> / <u>Marlin Weisheit</u>					
IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:						PRINTED NAME: _____
AUDITOR'S USE ONLY						
RECEIVED:						ENTERED FIXED ASSET:
INSURED:						AUDITOR'S INITIAL: